STATEMENT UNDER 37 CFR 3.73(b)
Applicant/Patent Owner: William F. Crismore et al.
Application No./Patent No./Control No.: 10/693,305 Filed/Issue Date: October 24, 2003
Entitled: ELECTROCHEMICAL BIOSENSOR TEST STRIP
Roche Diagnostics Operations, Inc. , a Corporation (Name of Assignee) (Type of Assignee: corporation, partnership, university, government agency, etc.)
states that it is:
1.
2. an assignee of less than the entire right, title, and interest (The extent (by percentage) of its ownership interest is 50%)
in the patent application/patent identified above by virtue of either:
A. An assignment from the inventor(s) of the patent application/patent identified above. The assignment was recorded in the United States Patent and Trademark Office at Reel, Frame, or a true copy of the original assignment is attached.
OR
B. A chain of title from the inventor(s), of the patent application/patent identified above, to the current assignee as follows:
To: The document was recorded in the United States Patent and Trademark Office at Reel, Frame, or for which a copy thereof is attached.
From: To: To: The document was recorded in the United States Patent and Trademark Office at Reel, or for which a copy thereof is attached.
3. From: To: To: The document was recorded in the United States Patent and Trademark Office at Reel, Frame, or for which a copy thereof is attached.
☐ Additional documents in the chain of title are listed on a supplemental sheet.
As required by 37 CFR 3.73(b)(1)(i), the documentary evidence of the chain of title from the original owner to the assignee was, or currently is being, submitted for recordation pursuant to 37 CFR 3.11.
[NOTE: A separate copy (<i>i.e.,</i> a true copy of the original assignment document(s)) must be submitted to Assignment Division in accordance with 37 CFR Part 3, to record the assignment in the records of the USPTO. See MPEP 302.08]
The undersigned (whose title is supplied below) is authorized to act on behalf of the assignee.
December 21, 2007
Signature Date
Thomas Q. Henry, Reg. No. 28,309 (317) 634-3456 Typed or printed name Telephone Number
Appointed Practitioner to Act on Behalf of Assignee Title

For: [X] U.S. and/or [X] Foreign Rights For: [X] U.S. Application or [X] U.S. Patent By: Multiple Inventors

ASSIGNMENT OF INVENTION

For consideration,

ASSIGNORS (inventors):

Name	1215 N. Leland Avenue, Indianapolis, IN 46219	U.S.
₹ <i>UNR</i> ¢	Address	Nationality
Nigel A. Surridge	1248 E. 90th Street, Indianapolis, IN 46240	U.K.
Vame	Address	Nationality
Daniel R. McMinn	10517 Greenway Drive, Fishers, IN 46038	U.S.
Vome	Address	Nationality
Richard J. Bodensteiner	5014 Central Avenue, Indianapolis, IN 46205	U.S.
vame	Address	Nationality
Eric R. Diebold	12580 Ensley Drive, Fishers, IN 46038	·
iume	Address	U.S. Nationality
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R. Dale Delk	1605 S. Stockport Drive, Muncie, IN 47304	U.S.
lame	Address	Nationality
David W. Burke	1931 Madison Court, Carmel, IN 46032	U.S.
lame	Address	Nationality
iaxiong Jason Ho	5275 Ivy Hill Drive, Carmel, IN 46033	U.S.
iame	Address	Nationality
Robert Kitchel Earl	12598 Spring Violet Place, Carmel, IN 46033	U.S.
vame	Address	Nationalily
Brian A. Heald	10337 Sangraya Dulus, Fishura Di 46038	
Vame	10337 Scagrave Drive, Fishers, IN 46038	U.S. Nationality
ereby sell, assign and trans	sfer to	<i>напаци</i> р
ASSIGNEE:		
Bochringer Mannheim		
	9115 Hague Road, Indianapolis, IN 46250	U.S.
Corporation Vame		

for the United States and its territorial possessions (check the following box if foreign rights are also to be assigned)

[X] and in all foreign countries, including all rights to claim priority

in and to any and all improvements which are disclosed in the invention entitled:

IMPROVED ELECTROCHEMICAL BIOSENSOR TEST STRIP

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and which is found in		
(a) [] U.S. patent application exec	cuted on even date herewith	
(b) [] U.S. patent application exe	ecuted on	
[] To comply with 37 CFR 3.	.21 for recordal of this assignment, I, an ASSIG	SNOK signing below.
nereby authorize and requi	est my attorney, as named in the Declaration ar	nd Power of Attornou I
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(c) [X] U.S. application serial no.	08/985,840 filed on December 5, 1997.	
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NOTE: No witnessing, notarization or legalization is necessary. If the assignment is notarized or legalized then it will only be prima facie evidence of execution 35 USC 261. Use next page if notarization is desired.

[] Notarization or Legalization Page Added.

198706-883

ARTICLES OF MERGER

OF

ROCHE DIAGNOSTIC SYSTEMS, INC. 1988110792

BOEHRINGER MANNHEIM CORPORATION (effective December 31, 1998) [98-706-8-8

In accordance with the requirements of the Indiana Business Corporation Law, the undersigned corporations, desiring to effect a merger, set forth the following facts:

ARTICLE I - SURVIVING CORPORATION

Section 1: The name of the corporation surviving the merger is ROCHE DIAGNOSTICS CORPORATION and such name has been changed (from Boehringer Mannheim Corporation) as a result of the merger.

Section 2: The surviving corporation is a domestic corporation existing pursuant to the provisions of the Indiana Business Corporation Law, incorporated on June 25, 1987.

ARTICLE II - MERGING CORPORATION

The name, state of incorporation and date of qualification to do business in Indiana of the merging corporation is as follows:

Name:

Roche Diagnostic Systems, Inc.

State of Incorporation:

New Jersey

Date of Qualification in Indiana:

November 23, 1988

ARTICLE III - PLAN OF MERGER

The Plan of merger, containing such information as required by Section 23-1-40-1-(b) of the Indiana Business Corporation Law, is set forth on Exhibit A attached hereto and made a part hereof.

ARTICLE IV - MANNER OF ADOPTION AND VOTE

- 1. Action by Surviving Corporation. The outstanding capital stock of the surviving corporation consists of 1.000 shares, all designated Common Stock and entitled to vote on the merger; all votes entitled to be cast were voted by written consent, dated December 11, 1998, in favor of the merger.
- 2. Action by Merging Corporation. The outstanding capital stock of the merging corporation consists of 100 shares, all designated Common Stock and entitled to vote on the merger: all votes entitled to be cast were voted by written consent, dared December 11, 1998, in favor of the merger.

IN WITNESS WHEREOF, the undersigned being the President of Boehringer Mannheim Corporation, executes these Articles of Merger and verifies, subject to penalties of perjury, that the statements contained herein are true this I lth day of December, 1998.

Dennert O. Ware

President

AGREEMENT AND PLAN OF MERGER

OF

ROCHE DIAGNOSTIC SYSTEMS, INC.

INTO

BOEHRINGER MANNHEIM CORPORATION

AGREEMENT AND PLAN OF MERGER dated December 11, 1998 between Boehringer Mannheim Corporation, an Indiana corporation ("BMC"), and Roche Diagnostic Systems, Inc., a New Jersey corporation ("RDS").

WITNESSETH:

WHEREAS, BMC is a corporation duly organized and existing under the laws of the State of Indiana; and

WHEREAS, RDS is a corporation duly organized and existing under the laws of the

WHEREAS, the Boards of Directors of both BMC and RDS deem it advisable and in the best interests of their respective corporations that RDS be merged with and into BMC; now, therefore, it is agreed that

- 1. At the Effective Time (as that term is hereinafter defined), and upon the terms and conditions set forth in Section 3 below, RDS shall be merged with and into BMC, with BMC as the surviving corporation in such merger (the "Surviving Corporation").
- 2. As to each constituent corporation, the designation and number of outstanding shares of each class and series and the voting rights thereof are as follows:

Corporation	Designation and number of shares in each class or series outstanding	Shares entitled
RDS	Common Stock, 100 shares \$1.00 par value	100 shares
BMC	Common Stock, 1,000 shares, no par value	1,000 shares

- 3. The terms and conditions of the merger are as follows:
- A. Share Cancellation. In view of the fact that a single shareholder owns all of the issued and outstanding capital stock of BMC and RDS, at the Effective Time each share of the Common Stock, par value \$1.00 per share, of RDS issued and outstanding immediately prior to

the Effective Time shall be automatically canceled and certificates for such shares shall be surrendered and canceled.

- B. Articles of Incorporation and By-Laws. The Articles of Incorporation and By-Laws of BMC shall continue as the Articles of Incorporation and By-Laws of the Surviving Corporation; provided, however, that Article 1 of the Articles of Incorporation shall be amended to read; "The name of the Corporation is Roche Diagnostics Corporation."
- C. Shares of Surviving Corporation. Each share of the Common Stock, no par value, of BMC issued and outstanding immediately prior to the Effective Time shall continue unchanged as one share of the stock of the Surviving Corporation, without the issuance or exchange of new shares or share certificates.
- D. Assets; Liabilities. At the Effective Time, all the property, real and personal, rights, privileges, immunities, powers, purposes, franchises, patents, licenses, trademarks, registrations, causes of action, and every other asset of BMC and RDS shall be transferred to, vest in and devolve upon the Surviving Corporation, without further act or deed, and every interest of BMC and RDS shall be as effectively the property of the Surviving Corporation as they were of BMC and RDS, respectively. The Surviving Corporation shall assume and be liable for all liabilities, obligations, and penalties of BMC and RDS.
- E. Directors and Officers. The directors and officers of the Surviving Corporation shall continue unchanged at and after the Effective Time.
- F. Abandonment. Notwithstanding the approval and adoption of this Plan and Agreement of Merger by the sole stockholder of either or both BMC and RDS, this Agreement of Merger may be terminated at any time prior to the Effective Time by the Board of Directors of either BMC or RDS.
- 4. Effective Time. The merger of RDS into BMC shall be effective on December 31, 1998, and for accounting purposes shall be deemed to have occurred as of 11:59 p.m. on such date (the "Effective Time").

IN WITNESS WHEREOF, the undersigned have signed this Agreement as of the date first above written.

BOEHRINGER MANNHEIM CORPORATION

By: /s/ Dennert O. Ware

Name: Dennert O. Ware

Title: President

ROCHE DIAGNOSTIC SYSTEMS, INC.

By: /s/ Vincent P. Mihalik.

Name: Vincent P. Mihalik

Title: Executive Vice President

ASSET CONVEYANCE, GENERAL ASSIGNMENT AND ASSUMPTION AGREEMENT

This Asset Conveyance, General Assignment and Assumption Agreement (the "Agreement") effective as of January 1, 2004, is between Roche Diagnostics Corporation, an Indiana corporation ("RDC") and Roche Diagnostics Operations, Inc., a Delaware corporation ("RDOI"). RDC and RDOI are referenced individually as "Party" and collectively as "Parties".

WHEREAS, RDC deems it desirable to transfer certain assets and operations to its subsidiary RDOI for the purpose of aligning RDC's legal entity structure with local and global structure and accountabilities.

WHEREAS, this Agreement is necessary to evidence certain contributions to the capital of RDOI by RDC and to evidence the assumption of certain liabilities and obligations by RDOI.

WHEREAS, it is intended by the Parties that the exchange contemplated herein qualify for tax-free treatment under Section 351 of the Internal Revenue Code of 1986, as amended.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, RDC hereby assigns, transfers, conveys and delivers to RDOI free and clear of all liens (except as otherwise provided in <u>Exhibit A</u>), the following assets constituting personal property relating to or associated with the business to be conducted by RDOI:

- (a) Intangible Property. RDC's right, title and interest in and to all patents, patent applications, trademarks, and trademark applications listed on Exhibit B and all license agreements recited in Exhibit B to the extent those license agreements allow assignment from RDC to RDOI (the "Transferred Intellectual Property");
- (b) <u>Transferred Contracts</u>. RDC's right, title and interest in and to the contracts listed in <u>Exhibit C</u> to the extent those contracts may be assigned from RDC to RDOI (the "Transferred Contracts");
- (c) <u>Tangible Personal Property Owned by RDC</u>. RDC's right, title and interest in and to all tangible personal property listed in <u>Exhibit D</u> (the "Transferred Personal Property"); and
- (d) Tangible Personal Property Rented or Leased by RDC. RDC's leasehold interests and rights in and to the tangible personal property located in the Leased Premises and currently being leased or rented by RDC from a third party pursuant to the lease or rental agreements listed in Exhibit E (the "Personal Property Leases").

RDOI hereby assumes and agrees to perform RDC's obligations under the Transferred Contracts. RDC hereby assigns and conveys to RDOI any and all rights it may have to receive payments, revenues, or other receipts under the Transferred Contracts for work performed or services or materials provided under the Transferred Contracts after the date hereof and relinquishes any and all rights it may have to such payments, revenues, and receipts.

RDOI hereby assumes and agrees to perform RDC's obligations under the Personal Property Leases to the extent that the Personal Property Leases cover tangible personal property located in the Leased Premises. RDOI agrees to pay RDC RDOI's pro rata share of any and all payments due from RDC to a third party with respect to tangible personal property located in the Leased Premises.

RDC agrees that from time to time, whether on or after the date hereof, it will execute and deliver such other documents and take such other actions as may reasonably be required to transfer, assign and convey to RDOI more effectively the assets which are the subject of this Agreement.

This Agreement shall inure to the benefit of and shall be binding upon the parties, their successors and assigns.

This Agreement may be executed in separate counterparts, each of which when so executed shall be an original, but all of such counterparts shall constitute but one and the same instrument.

IN WITNESS WHEREOF, RDC and RDOI have executed this Asset Conveyance, General Assignment and Assumption Agreement as of the date first written above.

	ROCHE DIAGNOSTICS CORPORATION
	By: U. Madans
	Printed: MARTIN MADANS
	Title: President - CEO
Roche) p	
Law Dept. Approved As To Form	ROCHE DIAGNOSTICS OPERATIONS, INC
	Ву:
	Printed: NEd J CAMPBEll
	Title: President
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ADDENDUM

This is an Addendum to subparagraph (a) Intangible Property of the "Asset Conveyance, General Assignment and Assumption Agreement", attached hereto:

"RDC's right, title and interest in any and all applications arising from the patents, patent applications listed in Exhibit B, including any and all divisionals, continuations, continuations-in-part thereof, and any and all patents to be issued and obtained therefor and thereon, United States and foreign, including all reissues and extensions thereof."

IN WITNESS WHEREOF, RDC and RDOI have agreed that this Addendum to the "Asset Conveyance, General Assignment and Assumption Agreement" is effective as of January 1, 2004.

	ROCHE DIAGNOSTICS CORPORATION (RDC)
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Son Be-1.5	Printed Lynn M. Gaget
Approved As to Form	Title: Assistant Secretary
	ROCHE DIAGNOSTICS OPERATIONS, INC. (RDOI)
(Books)	By: Ste a Oleh
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As to Form	Title: Vice President, General Counsel and Secretary

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22	113 IT		=	86905538.4	8/21/1986 0:00	0233939	7, 11/13/1991 0:00	ROCHE RDC INDI	. H.
	156 BE	٠.	H	87309171.4	10/16/1987 0:00	0269240	9/9/1992 0:00	ROCHE RDC INDI	
22	22156 CH	Blood sparation dvice under low pressure conditions	H	87309171.4	10/16/1987 0:00	0269240	9/9/1992 0:00	ROCHE RDC INDI	
	22156 FR	Blood sparation dvice under low pressure conditions.	Ŧ.	87309171.4	10/16/1987 0:00 ··	0269240	9/9/1992 0:00	ROCHE RDC INDI	TB
	22:156 GB	Blood sparation dvice under low pressure conditions	8	87309171.4	10/16/1987 0:00	0269240	9/9/1992 0:00	ROCHE RDC INDI	里
	22156 IT	Blood sparation dvice under low pressure conditions	<u></u>	87309171.4	. 10/16/1987 0:00	0269240	9/9/1992 0:00	ROCHE RDC INDI	
22	22156 LU .	Blood sparation dvice under low pressure conditions	<i>`</i> ∃	87309171,4	, 10/16/1987 0:00	0269240	9/9/1992 0:00	ROCHE RDC INDI	
22	22156 NL	Blood sparation dvice under low pressure conditions	z Z	87309171.4	10/16/1987 0:00	0269240	9/9/1992 0:00		里
	22140 NL	 Test piece coloration comparative decision unit (EVR III) (. 	Į.	88.112.168.5-2107	7/27/1988 0:00	0301524	11/4/1992 0:00	. ROCHE RDC INDI	YM.
	22140 FR	Test piece coloration comparative decision unit (EVR III) (Ή.	. 88112168.5-2107	.7/27/1988 0:00	. 0301524	11/4/1992 0:00	ROCHE RDC INDI	W.
22	22140 IT	Η:	<u></u>	88112168.5-2107	7/27/1988 0:00	0301524	11/4/1992 0:00	ROCHE RDC INDI	X.W
	22140 GB		GB.	88112168,5-2107	7/27/1988 0:00	0301524	- 11/4/1992 0:00	ROCHE RDC INDI	, W.
22	22160 CH	: Apparatus and Method for Delution and mixing of Liquid	픙	0305210	8/26/1988 0:00	0305210	12/8/1993 0:00	ROCHE RDC INDI	里
	22160 FR	Apparatus and Method for Delution and mixing of Liquid	Æ	0305210	.8/26/1988 0:00	0305210	.12/8/1993 0:00.	· ROCHE RDC INDI	·····································
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